to several far-away creditors and being allowed to produce the creditors fails to produce more than one, *held*, that the foregoing is sufficient evidence to satisfy the court that at the date of the order of bankruptcy the bankrupt had said assets in his hands and could be punished for contempt for refusal to pay them over.

Of course when the bankrupt refuses to account at all for his money he may be committed for contempt. *In re Rosser*, 96 Fed. 308; *In re Schlessinger*, 97 Fed. 930. But when he furnishes evidence of having paid the money elsewhere the burden is on the other side to prove beyond a reasonable doubt that he has the money. *In re Adler*, 12 Am. B. R. 19. Usually something more is required than mere proof of an unsatisfactory accounting. *Boyd v. Glucklich*, 116 Fed. 131. But, considering the fact that it is much easier for the bankrupt to show definitely what he has done with the money than for the other side to prove that he has done nothing, failure to account should be sufficient evidence that he still has it in his possession and hence contempt proceedings are not too drastic.

CARRIERS—CONSTRUCTION OF CONTRACT OF EMPLOYMENT.—LONG V. LEHIGH VALLEY R. CO., 130 FED. 870. (C. C. A.).—Where an express messenger as a condition of his employment assumed all risk of personal injury and agreed to release and indemnify not only the express company but also the transportation line upon which he might be riding, *held*, that the contract must be construed to apply to an injury resulting from negligence of employees of transportation line.

It is well established that an agreement made by a passenger to indemnify a common carrier for injuries received while riding on its cars is invalid on the ground of public policy. *N. Y. Cent. R. Co. v. Lockwood*, 84 U. S. 357. Nor can one having a free pass make such an agreement. *Ill. Cent. R. Co. v. Read*, 37 Ill. 484. Nor one having a drover's pass *O. & M. R. Co. v. Selby*, 47 Ind. 471; the drover is a passenger for hire. *B. & O. R. Co. v. Voigt*, 176 *U. S. 498*. On the other hand, a transportation line in carrying an express messenger in its baggage car acts with relation to that express messenger not as a common carrier but rather as a private carrier and as such an agreement of indemnity made by the express messenger is valid. *C. M. & St. P. R. Co. v. Wallace*, 66 Fed. 506.

CONFLICT OF LAWS—FEDERAL AND STATE COURTS—EQUITY.—JAMES V. GRAY, 131 FED. 401.—*Held*, that a loan made by a wife to her husband from her separate estate, being valid by equity principles, which govern in bankruptcy, is provable as a debt against his estate in bankruptcy without regard to its enforceability under the laws of the state. Aldrich, J., *dissenting*.

At law, when a state court has established rules of property, the federal courts sitting in the state will follow them. *Gaines v. Fuentes*, 92 U. S. 10; *Burgess v. Seligman*, 107 U. S. 20. And so where the state decisions affect rights as distinguished from remedies *Bucher v. R. Co.*, 125 U. S. 555. So too, in the construction of statutes of the state. *Bell v. Morrison*, 1 Pet-351. Where, however, principles of common law general throughout the United States are involved, the federal court acts without regard to the state decisions. *Swift v. Tyson*, 16 Pet. 1: *Burgess v. Seligman, supra*. In equity, rights given by the statutes or customary law of a state, will usually be enforced. *Gaines v. Fuentes, supra; Cummings v. Bank*, 101 U. S. 153, 157. But it will not be bound by state laws governing the procedure or affect-